SUPREME COURT OF THE UNITED STATES.

No. 119.

THE PRESIDENT AND DIRECTORS OF THE BANK OF THE METROPOLIS, PLFFS. IN ERROR,

vs.

THE PRESIDENT, DIRECTORS, AND COMPANY OF THE BANK OF NEW ENGLAND.

IN ERROR TO THE CIRCUIT COURT U. S. FOR WASHINGTON D. C.

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J. & G. S. Gideon, printers.

Copy appeal bond.

Know all men by these presents, that we, John P. Van Ness, Lewis Johnson, and Richard Smith, are held and firmly bound unto the President, Directors, and Company of the New England Bank, in the full and just sum of ten thousand dollars, current money of the United States, to be paid to the said President, Directors, and Company of the New England Bank, their certain attorney or assigns; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this fifth day of October, 1844.

Whereas, lately at a circuit court of the District of Columbia, sitting in and for the county of Washington, in a suit pending in the said court, wherein the said President, Directors, and Company of the New England [Bank,] were plaintiffs, and the President and Directors of the Bank of the Metropolis were defendants, judgment was rendered against the said defendants; and they having obtained a writ of error, and filed a copy thereof, in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said President, Directors, and Company of the New England Bank, citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first Monday in December next.

Now, the condition of the above obligation is such, that if the said President and Directors of the Bank of the Metropolis shall prosecute their writ to effect, and answer all damages and costs, if they fail to make their plea good, then the above obligation to be null and void, otherwise to be and remain in full force and virtue in law.

JOHN P. VAN NESS, [SEAL.]
LEWIS JOHNSON, [SEAL.]
RD. SMITH. [SEAL.]

Signed, sealed, and delivered in presence of—
W. E. CROSSFIELD,
J. DAWSON JAMES.

Approved, W. CRANCH.
True copy—test: W. BRENT, *clerk*.

Citation.

The United States of America to the President, Directors, and Company of the New England Bank, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the District of Columbia, for the county of Washington, wherein the President and Directors of the Bank

of the Metropolis are plaintiffs in error, and you are defendants in error, to shew cause, if any there be, why judgment rendered against the said plaintiffs in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable William Cranch, chief judge of the circuit court of the District of Columbia, this 11th day of October, 1844.

W. CRANCH.

Service acknowledged, 21 Feb'y, 1845.

JOS. H. BRADLEY,
Atty. New Eng. Bk.

Writ of error.

THE UNITED STATES OF AMERICA, *ss.*

The President of the United States, to the honorable the judges of the circuit court of the United States, for the district of Co-
[L. S.] lumbia, sitting for the county of Washington, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea, which is in the said circuit court before you, between the President, Directors, and Company of the New England Bank, plaintiffs, and the President and Directors of the Bank of the Metropolis, defendants, a manifest error hath happened, to the great damage of the said President and Directors of the Bank of the Metropolis, as by their complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, which of right, and according to the laws and custom of the United States, should be done.

Witness the honorable Roger B. Taney, chief justice of the said Supreme Court.

Issued, this 11th day of October, 1844.

W. BRENT,
Clerk of the circuit court of the District of Columbia, for the county of Washington.

Style of court.

DISTRICT OF COLUMBIA, *ss.*

At a circuit court of the District of Columbia, begun and held in and for the county of Washington, at the city of Washington, on the fourth Monday of March, being the twenty-fifth day of the same month, in the

year of our Lord one thousand eight hundred and forty-four, and of the independence of the United States, the sixty-eighth:

Present, the hon. William Cranch, chief judge; the hon. Buckner Thruston and the hon. James S. Morsell, assist. judges; Alexander Hunter, esquire, marshal; William Brent, clerk.

In the record of the proceedings of the said court, among others, are the following, to wit:

Parties.

NEW ENGLAND BANK,
against
THE BANK OF THE METROPOLIS.

Be it remembered, that heretofore, to wit, on the seventh day of April, in the year of our Lord one thousand eight hundred and forty-three, the said plaintiffs, by Joseph H. Bradley, esquire, their attorney, filed in court here a mandate from the Supreme Court of the United States, in the words and of the tenor following, to wit:

Mandate from Sup. Court U. S.

UNITED STATES OF AMERICA, *ss.*

The President of the United States of America, to the honorable the judges of the circuit court of the United States, for the District of Columbia, holden in and for the county of Washington, greeting:

Whereas lately, in the circuit court of the United States, for the District of Columbia, before you or some of you, in a cause between the President, Directors, and Company of the New England Bank, plaintiffs, and the President and Directors of the Bank of the Metropolis, defendants, the judgment of the said circuit court was in the following words, viz: "therefore, it is considered by the court here that the aforesaid plaintiffs recover against the aforesaid defendants, as well the sum of four thousand two hundred and twenty-five dollars and sixty-four cents, with interest from the twenty-fifth day of May, 1838, current money, their damages aforesaid by the jury aforesaid in form aforesaid assessed to be sustained by occasion of the non-performance of the promise and assumption aforesaid, as the sum of thirteen dollars and thirty-four cents by the court here unto them the said plaintiffs on their assent adjudged for their costs and charges by them about their suit in this behalf laid out and expended; and the said defendants in mercy, and so forth," as by the inspection of the transcript of the record of the said circuit court, which was brought into the Supreme Court of the United States by virtue of a writ of error agreeably to the act of Congress in such case made and provided, fully and at large appears.

And whereas, in the present term of January, in the year of our Lord one thousand eight hundred and forty-three, the said cause came on to be heard before the said Supreme Court on the said transcript of the record, and was argued by counsel; on consideration whereof, it is now here ordered and adjudged by this court, that the judgment of the said circuit court in this cause be, and the same is hereby, reversed with

costs, and that the said defendants recover against the said plaintiffs fifty-six dollars and ninety-one cents for their costs herein expended, and have execution therefor.

And it is further ordered and adjudged that this cause be, and the same is hereby, remanded to the said circuit court, with directions to award a venire facias de novo.

You are therefore hereby commanded, that such execution and proceedings be had in said cause, in conformity to the opinion and judgment of this court, as according to right and justice, and the laws of the United States, ought to be had, the said writ of error notwithstanding.

Witness the honorable Roger B. Taney, chief justice of said Supreme Court, the second Monday of January, in the year of our Lord one thousand eight hundred and forty-three.

Costs of defendant—Clerk,	$36,91
Attorney,	20,00
	$56,91

Taxed by W. THOS. CARROLL,
Clerk of the Supreme Court of the United States.

And in pursuance of the said mandate, came into court here as well the said President, Directors, and Company of the New England Bank, by Joseph H. Bradley, esquire, their attorney, as the President and Directors of the Bank of the Metropolis, by Richard S. Coxe, esquire, their attorney; and thereupon the papers and proceedings in the original suit, referred to in said mandate, were brought forward and filed in this cause, and are as follows:

Parties and proceedings referred to in mandate.

THE NEW ENGLAND BANK,
vs.
THE BANK OF THE METROPOLIS.

Be it remembered, that heretofore, to wit, on the ninth day of December, in the year of our Lord one thousand eight hundred and forty, the said plaintiffs, by Joseph H. Bradley, esquire, their attorney, and the said defendant, by Coxe & Carlisle, esquires, their attornies, came into the circuit court here, and by consent docketted this suit; and thereupon the said plaintiffs, by their attorney aforesaid, declared against the said defendants in form following, to wit:

Nar.

DISTRICT OF COLUMBIA, *Washington county, to wit:*

The President and Directors of the Bank of the Metropolis were summoned to answer unto the President, Directors, and Company of the New England Bank, in a plea of trespass on the case, and so forth; and thereupon the said plaintiffs, by Joseph H. Bradley, their attorney, complain, for that whereas the defendants, afterwards, to wit, on the first day of December, in the year eighteen hundred and forty, at the

county aforesaid, were indebted unto the plaintiffs in the sum of ten thousand dollars, like money, for the like sum of money by the plaintiffs to and for the use of the defendants before that time paid, laid out, and expended, at the special instance and request of the defendants; and for other money by the plaintiffs before that time lent and advanced to the defendants, at their special instance and request; and for other money by the defendants before that time had and received to the use of the plaintiffs; and being so indebted the defendants, in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, at the county aforesaid, undertook and promised the plaintiffs to pay them the last mentioned sum of money, when afterwards they should be thereunto required.

Yet the defendants, the said several sums of money herein mentioned, or any part thereof, (altho' often thereto requested, to wit, on the day and year last aforesaid, at the county aforesaid, and often afterwards,) have not paid; but the same, or any part thereof to pay, have hitherto wholly refused, and still do refuse, to the damage of the plaintiffs in the sum of five thousand dollars, current money; and therefore they bring suit, and so forth.

JOS. H. BRADLEY,
Atty. for pltffs.

Rule plea.

And thereupon, on motion of the said plaintiffs, by their attorney aforesaid, it is ruled by the court here, that the said defendants answer to the declaration aforesaid of the said plaintiffs in the plea aforesaid, or judgment by the court here will be entered against them in default thereof.

Non-assumpsit and issue joined.

And thereupon the said defendants, by their attorney aforesaid, defend the force and injury, when, and so forth, and say, that they did not assume upon themselves, in manner and form as the aforesaid plaintiffs above against them have complained, and of this they put themselves upon the country. And the said plaintiffs, by their attorney aforesaid, in like manner, and so forth; therefore let a jury thereon appear before the court here, on the fourth Monday of March next, by whom, and so forth; and who neither, and so forth; to recognise, and so forth; because as well, and so forth; and the same day is given to the said parties, then and there, and so forth.

Venire facias to March term, 1841.

And now, at this day, to wit, the said fourth Monday of March, in the year of our Lord one thousand eight hundred and forty-one, came again into the circuit court here, as well the said plaintiffs, by their attorney aforesaid, as the said defendants, by their attorney aforesaid; whereupon, for trying the issue aforesaid, it is ordered by the court here, that twelve persons from the pannel of petit jurors returned to

the court here by the marshal of the District of Columbia, be called; who being called come, to wit:

Jury.

1. Richard Brooke,
2. Samuel Drury,
3. George Mattingly,
4. George Crandle,
5. Ninian Beall,
6. George W. Hopkins,
7. Richard Jones,
8. William N. Waters,
9. Edward N. Lacy,
10. Richard C. Washington,
11. Jabez Travers,
12. Henry Haw.

Verdict—Damages.

Who being empannelled and sworn to say the truth in the premises, upon their oath do say, that the said [defendants] did assume upon themselves in manner and form as the aforesaid plaintiffs above against them have complained; and they assess the damages of the said plaintiffs, sustained by reason of the non-performance of the promise and assumption aforesaid, to the sum of four thousand two hundred and twenty-five dollars and sixty-four cents, current money, with interest from the twenty-fifth day of May, eighteen hundred and thirty-eight.

Judgment—Costs.

Therefore, it is considered by the court here, that the aforesaid plaintiffs recover against the aforesaid defendants as well the sum of four thousand two hundred and twenty-five dollars and sixty-four cents, with interest from the twenty-fifth of May, 1838, current money, their damages aforesaid by the jury aforesaid in form aforesaid assessed to be sustained by occasion of the non-performance of the promise and assumption aforesaid, as the sum of thirteen dollars and thirty-four cents, by the court here unto them the said plaintiffs on their assent adjudged, for their costs and charges by them about their suit in this behalf laid out and expended; and the said defendants in mercy, and so forth.

And the said Supreme Court, by its mandate aforesaid, having certified that it had reversed and annulled the judgment aforesaid, and ordered the circuit court here to set aside the verdict aforesaid, and award a venire facias de novo.

Venire facias de novo, to Nov. term, 1843.

Whereupon, it is ordered by the court here that, for trying the issue aforesaid, a jury thereon appear before the court here, on the fourth Monday of November next, by whom, and so forth; and who neither, and so forth; to recognise, and so forth; because as well, and so forth; the same day is given to the said parties then and there, and so forth.

At which said fourth Monday, of November, in the year of our Lord one thousand eight hundred and forty-three, come again into the circuit court here as well the said plaintiffs, by their attorney aforesaid, as the said defendants, by their attorney aforesaid.

Gen'l continuance to March term, 1844.

Thereupon further process of and upon the premises aforesaid, be-

tween the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the court here, the said cause is continued until the fourth Monday of March next.

And now at this day, to wit, the said fourth Monday of March, in the year of our Lord one thousand eight hundred and forty-four, come again into the circuit court here as well the said plaintiffs, by their attorney aforesaid, as the said defendants, by their said attorney; whereupon, for trying the issue aforesaid, it is ordered, that twelve persons, from the pannel of petit jurors returned to the court here by the marshal of the District of Columbia, be called; who being called come, to wit:

Jury.

1. Jos. H. Beck,
2. Daniel P. Porter,
3. Henry H. McPherson,
4. Wm. Alexander,
5. Samuel Hanson,
6. Edward Chapman,
7. John Peabody,
8. James Marshall,
9. Henry Haw,
10. Thomas Owen,
11. Levi C. Boots,
12. Vincent King.

Verdict—Damages.

Who being empannelled and sworn to say the truth in the premises, upon their oath do say, that the said defendants did assume upon themselves in manner and form as the aforesaid plaintiffs above against them have complained, and they assess the damages of the said plaintiff, sustained by reason of the non-performance of the promise and assumption aforesaid, to the sum of four thousand two hundred and forty-five dollars and twenty-four cents, current money, with interest on $167, part thereof, from 22d Feb'y, 1837; on $101.40, part thereof, from 24th Feb'y, 1837; on $281.78, part thereof, from 4th March, 1837; on $199.80, part thereof, from 5th March, 1837; on $177.60, part thereof, from 18th March, 1837; on $473, part thereof, from 19th March, 1837; on $370, part thereof, from 19th March, 1837; on $177.60, part thereof, from 25th March, 1837; on $262.80, part thereof, from 28th March, 1837; on $434.11, part thereof, from 4th April, 1837; on $177.60, part thereof, from 5th April, 1837; on $244, part thereof, from 16th April, 1837; on $192.60, part thereof, from 30th April, 1837; on $360.89, part thereof, from 7th May, 1837, and on $605.06, the balance, from 25th May, 1837, till paid.

Judgment—costs.

Therefore, it is considered by the court here, that the aforesaid plaintiffs recover against the aforesaid defendants, as well the sum of four thousand two hundred and forty-five dollars and twenty-four cents, current money, their damages aforesaid with interest as aforesaid by the jury aforesaid in form aforesaid assessed, to be sustained by occasion of the non-performance of the promise and assumption aforesaid, as the sum of eighteen dollars and sixty cents by the court here unto them, the said plaintiffs, on their assent adjudged for their costs and charges by them about their suit in this behalf laid out and expended; and the said defendants in mercy, and so forth.

Before the jurors had aforesaid withdrew from the bar of the [illegible] here, the said defendants, by their attorney aforesaid, filed in court [illegible] the following bill of exceptions, to wit:

Statement of evidence on the part of plaintiffs.

NEW ENG. BANK, }
vs. }
BANK OF METROPOLIS. }

On the trial of this cause the plaintiffs to maintain the issue on their part joined, offered evidence tending to show that, from the year 1838 to the year 1839, there had been extensive mutual dealings between the Bank of the Metropolis, in the city of Washington, and the Commonwealth Bank, a bank in Boston, in the district of Massachusetts, which place the plaintiffs' bank in the situation; that each of [illegible] [the Metropolis and the Commonwealth] were authorized by the Government of the United States as deposit banks, and as such were extensively employed as agents for other banks and individuals in the transmission of negotiable paper for collection in the manner usual among such institutions; that the usage well known and established universally in the District of Columbia and throughout the country, in such cases, is for the holder of negotiable paper to endorse and deliver it, without any consideration, to a bank, (or if the bank is the banker, to another bank,) to be endorsed and delivered by such bank with [illegible] has been so deposited to another bank; and so on to successive [illegible] bank to bank till it reaches its place of destination; that when it is paid the proceeds are credited to the bank by which it was last endorsed, and by that bank to its endorser, and so on back to the owner; but it is not usual for the banks to remit the precise amounts so collected in the way of such collections, but to place the money to the general credit of the bank from which it was received, to be settled by drafts at such times as might be most convenient for such banks respectively; and in case of non-payment, the item thereof was passed, unaccompanied by any draft, back to the other, till the owner is charged therewith; that it is by the usage and custom of the banks receiving such paper, to [illegible] agents as they do their own paper, [illegible] and [illegible] purchase negotiable paper from another bank. That the said Bank of the Metropolis, and the said Commonwealth Bank, were [illegible] engaged in collecting and remitting [illegible] paper, deposited with them on account of other banks and individuals, negotiable paper, deposited with either for that purpose; and in the manner [illegible] aforesaid in the mode of [illegible] also in the mode of keeping their accounts of such dealings; and it was the uniform practice of the said [illegible] such paper to correspond with the usage [illegible] the Metropolis; that it was [illegible] paper 33, &c.;) but in [illegible] by letters, in the following form, (copied in page 35, &c.;) that in the

course of the said dealing between the said two banks, repeated instances occurred in which the Bank of the Metropolis directed the said Commonwealth Bank to deliver to third parties negotiable paper, which had been forwarded by the former to the latter; and such direction was complied with, and the paper delivered according to such order, without reference to the state of the accounts between the said two banks; and also, that either of the said two banks drew upon the other, from time to time, or directed remittances to be made, without having regard to the negotiable paper which had been before them, or was expected to be remitted for collection.

They further offered evidence tending to show, that during the fall of the year 1837, the plaintiffs being the holder of certain negotiable paper, coming due in the District of Columbia, at various times during the said fall and winter, endorsed and delivered such paper to the said Commonwealth Bank, without consideration, as the agent of the plaintiffs for that purpose, and according to the usage and custom above stated, to be transmitted by said Commonwealth Bank to the said District for collection; and the said Commonwealth Bank from time to time, as it received the said paper from the plaintiffs, endorsed and delivered the same, without consideration, and according to the said usage and custom, to the said defendants, and in delivering them to defendants they advised defendants that such paper was forwarded *for collection*.

That on the 13th day of January, 1838, there were in the hands of the defendants certain bills and notes, the property of the plaintiffs, and which had been endorsed and delivered by plaintiffs to the Commonwealth Bank in manner and according to the usage and custom above stated, for collection, without consideration, and which had been endorsed by the last mentioned bank to the Bank of the Metropolis, and forwarded to the said defendants in letters, advising them in every instance that the said paper was forwarded for collection; that on the said 13th day of January, 1838, the said Commonwealth Bank gave to the plaintiffs an order in writing, addressed to the defendants, as follows, (copied in page 27, &c.,) that the said letter was immediately forwarded by due course of mail to, and received by the defendants; that the said negotiable paper amounts to the sum of $4,466.75; that none of the said paper was due, or had been paid to the defendants at the time of the receipt by them of said order of the 13th January, 1838, except the sum of $241.01, and that sum had been carried to the credit of the Commonwealth Bank in the general account with said bank, and that the residue of the said paper was afterwards, and before the bringing of this suit, paid to the said defendants; that the said negotiable paper, in the said order of the 13th January, 1838, mentioned, was part of the paper endorsed and delivered in the fall of 1837, as above stated, to the Commonwealth Bank by the plaintiffs, according to the usage and custom above stated, without consideration, to be collected for the plaintiffs, according to the said usage and custom, and was at the time of such delivery, and ever after, the property of the plaintiffs.

And they further read in evidence the deposition of Charles Hood, taken on the day of Dec., 1843, and the papers thereto annexed.

Letters from C. Hood to Geo. Thomas.

Letters enclosing the several notes and bills referred [to] in plaintiffs' statement of evidence, page 19.

COMMONWEALTH BANK,
Oct. 17, 1837. *Boston, Oct.* 17, 1837.

George Thomas, esq., cashier.

Sir:—Yours of 13 inst., with enclosure, is received.

I enclose for collection—

W. Noyes & Co.,	$300 00
" "	325 50
" "	135 00
N. Morton, on W. Noyes & Co.,	101 40
W. M. Morrison,	246 21
A. Coyle,	124 23
S. M. Hunt, on Lambert & McKenzie,	142 50

Yours, respectfully,
C. HOOD, *Cashier.*
Per ALBERT FITZ, *D. C.*

COMMONWEALTH BANK,
Oct. 24, 1837. *Boston, Oct.* 24, 1837.

Geo. Thomas, esq., cashier.

Sir:—Yours of 20th inst., with enclosure, is received.

I enclose for collection—

N. Morton, on W. Noyes & Co.,	$199 80
W. Noyes & Co.,	300 00
" "	266 00
N. Faxon, jr., on A. D. Harmon,	100 00

Yours, respectfully,
C. HOOD, *Cashier.*
Per ALBERT FITZ, *D. C.*

COMMONWEALTH BANK,
Nov. 3, 1837. *Boston, Nov.* 3, 1837.

George Thomas, esq., cashier.

Sir:—I enclose you for collection—

W. Noyes & Co.,	$370 50
A. S. Holmes, on W. Fowler & Co.,	500 00

Yours, respectfully,
C. HOOD, *Cashier.*
Per ALBERT FITZ, *D. C.*

COMMONWEALTH BANK,
Nov. 24, 1837. *Boston, Nov.* 24, 1837.

George Thomas, esq., cashier.
Sir:—I enclose for collection—

M. C. Pratt, on W. Noyes,	- - - -	$241 01
" " "	- - - -	281 78
N. Morton, " W. Noyes, & Co.	- - -	177 60
" " "	- - - -	177 60
" " "	- - - -	177 60
D. Faxon, jr. " "	- - - -	127 50

Yours, respectfully,
C. HOOD *Cashier.*
Per ALBERT FITZ, *D. C.*

COMMONWEALTH BANK,
Dec. 5, 1837. *Boston, Dec.* 5, 1837.

George Thomas, esq., cashier.
Sir:—Yours of 2d inst., with enclosure, is received,
I enclose for collection, W. Noyes & Co., 167 & 473.
Yours, respectfully,
C. HOOD, *Cashier.*
Per ALBERT FITZ, *D. C.*

COMMONWEALTH BANK,
Dec. 12, 1837. *Boston, Dec.* 12, 1837.

George Thomas, esq., cashier.
Sir:—I enclose for collection—

G. Clarke, on W. Noyes & Co.,	- - -	$244 00
N. Morton, " " "	- - -	192 60
W. Noyes & Co.,	- - - - -	435 75

Yours, respectfully,
C. HOOD, *Cashier.*
Per ALBERT FITZ, *D. C.*

COMMONWEALTH BANK,
Dec. 22, 1837. *Boston, Dec.* 22, 1837.

Geo. Thomas, esq., cashier.
Sir:—I enclose for collection—

Henshaw, Ward & Co., on J. L. Peabody,	- -	$605 06
A. H. Turner,	- - - - -	434 11
W. Noyes & Co.,	- - - - -	360 89
" "	- - - - -	262 80

Yours of 13th inst., with enclosure, is received.
Yours, respectfully,
C. HOOD, *Cashier.*
Per ALBERT FITZ, *D. C.*

Letters remitting on C. Hood's own account, referred to in plaintiffs' statement of evidence, page 19.

COMMONWEALTH BANK,
July 1, 1837. *Boston, July* 1, 1837.

Geo. Thomas, esq., cashier.

Sir:—Your two favours of 28th ult. are rec'd, and have attention.

I enclose for my credit—

Jas. White on you, - - - - - $2,471 25

Yours, respectfully,
C. HOOD, *Cashier*.
Per ALBERT FITZ, *D. C.*

July 5th, 1837, G. M. D.

COMMONWEALTH BANK,
Aug. 4, 1837. *Boston, Aug.* 4, 1837.

Geo. Thomas, esq., cashier.

Sir:—I annex for my credit—

N. Jewit on you, - - - - - $1,007 50

Yours, respectfully,
C. HOOD, *Cashier*.
Per ALBERT FITZ, *D. C.*

August 8, 1837, G. M. D.

COMMONWEALTH BANK,
August 29, 1837. *Boston, August* 29, 1837.

Geo. Thomas, esq., cashier.

Sir:—I enclose for my account—

H. Hubbard, on you, - - - - $4,920 83

The Mechanics' Bank has credited us with $17,000, received from you.

Yours, respectfully,
C. HOOD, *Cashier*.
Per ALBERT FITZ, *D. C.*

Sept. 2, 1837, G. M. D.

COMMONWEALTH BANK,
Dec. 26, 1837. *Boston, Dec.* 26, 1837.

Dear Sir:—I have received your favour of the 22d inst.—you can draw for the amount wanted. Funds on New York would be the most profitable, but will take Treasury notes, as we can pay them away here in some cases better than our bills.

I enclose for my account—

J. B. Brooke on you, - - - - - $991 90

Respectfully,
CHARLES HOOD, *Cashier*.

Dec. 30, 1837, G. M. D.

C. Hood's letter of Jan. 13, 1838.

C. Hood's letter, referred to in plaintiffs' statement, page 21.

COMMONWEALTH BANK,
Boston, Jan. 13, 1838.

Sir:—You will please hold the following described paper, forwarded

by me for collection, subject to the order of the cashier of the New England Bank, it being the property of that institution, viz:

W. Noyes & Co's. note, - -	due Feb.	19—22	$167 00
N. Morton on W. Noyes & Co. -	"	24—27	101 40
M. C. Pratt, " " - -	Mar.	1— 4	281 78
N. Morton, " " - -	"	2— 5	199 80
" " " - -	"	15—18	177 60
W. Noyes & Co's. note, - -	"	16—19	473 00
" " " - -	"	"	370 50
N. Morton, " " - -	"	22—25	177 60
T. & E. Batchuller, " - -	"	25—28	262 80
A. W. Turner's," " - -	April	1— 4	434 11
N. Morton, " " - -	"	2— 5	177 60
Geo. Clark, " " - -	"	13—16	244 00
N. Morton, " " - -	"	27—30	192 60
W. Noyes & Co's. note, - -	May	4— 7	360 89
Henshaw, W., & Co., on J. L. Peabody,	"	22—25	605 06
M. C. Pratt, or proceeds of same if paid,	Jan'y	5— 8	241 01

Yours, respectfully,

CHARLES HOOD, *Cashier*.

GEORGE THOMAS, esq.,
Cashier Bank of Metropolis, Washington, D. C.

E. P. Clark's letter referred to in plaintiffs' statement of evidence, page 21.

NEW ENGLAND BANK,
Jan. 13, 1838.

Geo. Thomas, esq., cashier.

SIR: Annexed is the order of C. Hood, esq., cashier, for paper forwarded you for collection on our account. You will please acknowledge the receipt of this letter, and hold the paper referred to, or proceeds thereof, subject to our order in conformity, and oblige

Yours, with respect,

E. P. CLARK, *Cashier*.

Deposition of Charles Hood, referred to in plaintiffs' statement of evidence, page 21.

C. Hood's deposition.

I, Charles Hood, now of Dorchester, in the county of Norfolk, in Massachusetts, formerly of the city of Boston, in the county of Suffolk, on oath depose and say, that I was cashier of the Commonwealth Bank from the time of its commencing to the time of its closing business; said bank having been a bank established by law in the Commonwealth of Massachusetts, and having transacted business in Boston. I further depose and say, that the papers exhibited by me to the magistrate taking my deposition, for the purpose of being annexed thereto, and marked A, B, and C, (copied in pages 33, &c.,) are original accounts current rendered by the Bank of the Metropolis, in Washington city, to said Commonwealth Bank.

The said papers are all the accounts rendered by the said bank of the

Metropolis to the said Commonwealth Bank, which I can now find; said Bank of the Metropolis rendered one or more accounts subsequent to these, which I cannot find, the same having been lost or mislaid. I cannot find any previous account rendered by said Bank of the Metropolis. The principal part of the items on the credit side of said account consists of checks and drafts drawn by said Bank of the Metropolis on said Commonwealth Bank; each draft or check being indicated in the account by its number. I further depose and say, that there was not, to my knowledge, at any time any agreement or understanding between said two banks, that the balances due, from time to time, from one bank to the other, should be suffered to remain in the hands of either, to be met by the proceeds of negotiable paper already transmitted, or expected to be transmitted, in the usual course of business between them. If there had been any such understanding or agreement between said banks, I have not the least doubt I should have known it. There was no usage or practice between said banks to allow any such balances due to the Commonwealth Bank to remain undrawn for to be met by the proceeds of negotiable paper transmitted, or expected to be transmitted. I do not know of any usage or practice on the part of the Bank of the Metropolis to allow balances due to said bank from the Commonwealth Bank to remain undrawn for to be met by proceeds of paper transmitted, or to be transmitted, in the usual course of business between said banks. I further depose and say, that, in fact, the Commonwealth Bank drew on the Bank of the Metropolis for its balances as often as its business or convenience required, without reference to the negotiable paper held at the time, or expected to be transmitted, in the usual course of business, for payment or collection between said banks. This practice was uniform. I further depose and say, that, in pursuance of an understanding between said banks, each of them occasionally overdrew upon the other, as its convenience required. I further depose and say, the two papers exhibited by me to the magistrate taking this deposition, for the purpose of being annexed thereto, marked D, E, copied in page 55, &c., are true copies of letters transmitted by said Commonwealth Bank to said Bank of the Metropolis at or about the time of their respective dates. I further depose and say, that the said two banks were, among others, originally selected as deposite banks by the Government. The deposite banks became extensively the agents of other banks and institutions, for the purpose of making collections in various and distant parts of the United States. It has never been the practice of banks, as far as I know, to purchase negotiable paper held by other banks, and take the endorsement of such other banks, or without such endorsement.

CHARLES HOOD.

COMMONWEALTH OF MASSACHUSETTS,
Suffolk, city of Boston, ss.

On this fourteenth day of December, in the year of our Lord one thousand eight hundred and forty-three, the above-named deponent, Charles Hood, who is personally known to the subscriber, having been

first carefully examined and cautioned and sworn to testify to the whole truth, agreeable to law, subscribed the foregoing deposition, after the same had been reduced to writing by me, the subscriber, who am sole judge of the court of probate for said county of Suffolk, which is a county court and a court of record in said county of Suffolk, and Commonwealth aforesaid. The subscriber of this certificate is not at this time, nor has he ever heretofore been, of counsel or attorney to either of the parties to the cause for which the foregoing deposition is taken, nor is he, nor has he ever been, interested in the event of said cause. The said deposition is taken at the request of the President, Directors, and Company of the New England Bank, to be used in an action now pending between said bank and the Bank of the Metropolis, before the circuit court of the United States for the District of Columbia, sitting for the county of Washington, city of Washington. The deponent being at a greater distance from the place of trial of said action than one hundred miles, is the cause of taking said deposition. And the said Bank of the Metropolis not living or being within one hundred miles of the place of taking said deposition, nor (as I am informed, and have no doubt,) having any attorney within that distance, was not notified or present, nor did any person attend on behalf of said Bank of the Metropolis.

WILLARD PHILLIPS,
Sole Judge of the Court of Probate
for the said county of Suffolk.

Fee $12.

A.—Referred to in C. Hood's deposition, page 29.

Commonwealth Bank, Boston, in account with the Bank of the Metropolis.

Dr.				Cr.			
1835.				1835.			
Aug. 1	To Balance of Rec'd	$14,783	13	Aug. 1	By 4	$79	10
17	Budd	43			5	64	10
22	Noyes & Co.	24	67		6	64	10
Sept. 1	Clarke	35			7	63	90
9	Man. Co., N Yk.	15,000		3	38	179	49
24	Learned	287	17	4	Kane	182	72
25	Crackburn	484	36		47	1,307	15
Oct. 1	P. O. Dept.	2,000			48	372	51
6	Winn	714		7	61	227	33
	Crackburn	484	36	8	73	500	
7	Whitney	500		10	85	5,081	22
20	P. O. Dept.	6,000		12	90	3,600	
29	Mer. Bk., Bangor	91	27	17	Ridgley	125	
Nov. 2	P. O. Dept.	3,716		17	P. O. Dept.	2,131	49
4	Homans	45		18	106	282	48
20	Townshend	60			111	3,000	
27	on Suffolk Bank	105	85	20	127	110	
Dec. 14	Crackburn	413	47	22	P. O. Dept.	1,523	38
18	Smoot & Co.	158	90	24	143	1,500	
	Lawrence & Co.	400			141	50	
21	Ripley	400		26	159	560	78
	Man. Co., N. Yk.	15,000		Sept. 2	197	79	10
26	Blair & Rives	141	75		198	64	10
29	Lawrence	600			199	64	10

DR. STATEMENT A—Continued. CR.

1836.			1835.		
Jan. 5	Man. Co., N. Yk.	$30,000	By 200		$64 10
9	Foster	134 08	222		843 80
15	Cer. dep'd	160	Sept. 3	226	50
19	Homans	10		229	244
23	Man. Co., N. Yk.	50,000		230	200
30	Binney	300	7	245	415
	Broadhead	200		246	13 50
	Morris	2,000	9	Lane	150
	Pendleton	11	14	P. O. Dept.	833
Feb. 10	Townshend	52	15	293	1,255 63
11	Foster	700	16	302	87 52
11	Lovell	123 75	17	302	87 52
12	McNeil	74 12	19	315	500
	Hangton	50	26	353	774 53
23	Hooper	200	28	Chase	255
24	Locke	100	30	380	187 18
29	Homans	27 87	Oct. 1	399	78 30
	Boyd	50		400	63 30
	Pro. B. & Ray'd	1 75		401	63 30
Mar. 1	Kendall, jr.	150	3	439	228 11
5	Todd, purser	25		443	10
7	Webster	50	5	447	90
8	Chapin	70	7	469	735 11
15	Saxon Factory	1,661 04	8	475	100
21	Whitney 250 & 250	500		489	1,000
22	Henshaw	50	9	Goldsborough	50
	Morris	3,934 88	12	510	1,200
24	Weld & Son	414 30	13	517	800
26	Baldwin	200	14	526	37 18
	Polestad	232	16	573	100
28	Hooper, jr.	350		574	50
	Townshend	129	20	588	50
	Curtis	6		594	25
April 5	Patton	100		565	265 14
6	Lawrence	100	22	605	500
15	Hallett	386	24	615	57 51
16	Lombard & Co.	600		618	1,475 56
18	Todd	12 50	26	630	38 10
21	Foster, Cr.	500		631	205 37
23	Lawrence & Co.	172 19		632	41 48
25	Grafton	40		647	850
28	Crosby	99	30	690	500
May 5	Phillips	500	31	696	700
7	Foster	1,000		699	50
9	Hayward	1,114 86	Nov. 2	704	79 10
	Swan, Cr.	50		705	64 10
10	Cabot	2,500	2	706	127 40
14	Minot	60		707	64 10
16	Barnes	150		728	170 10
21	Weld & Son	501 19		731	25 60
	Pearson	100		736	244
	Thompson	50	3	747	9
23	Brown, Cr.	180		748	9
	Minot	70		758	200
24	Hamilton	36	5	765	378 17
30	Lamb	130	9	780	44
	Lawrence	500		782	24
31	Foster	100	10	786	2,968
	Do	140	13	Maccubbin om.	212 39
June 6	Barrell	7,287	16	817	710 81

DR. STATEMENT A—Continued. CR.

June	8	Snow	$200		By	819	$307 40
	11	Munroe	2,000	Nov.	17	826	167
	14	Do	2,200		21	857	334 80
		Campbell, Tr.	46 02		25	883	556
	15	pro Benton	1 75			884	25
		Appleton	600		28	Huntt	82 50
	18	Grafton	150			907	9
	21	Pierce & Co.	1,545 96			908	254 68
		Hall, Cr.	10,000			909	13 50
July	5	Gadsby	27 48		30	913	3,300
	6	Wyman	1,200	Dec.	1	926	30
	9	Munroe	9,000			928	107 10
	12	Lombard & Co.	600		2	931	78 30
		Southall	2,500			932	63 27
	14	Saxon Factory	850			933	63 30
	16	Townshend	144 54			934	63 30
	18	Boyd	500			972	62 90
		Story	175		5	994	70
	20	Hooper	1,000		7	1017	637 25
		Sears	544 88		9	1045	300
	29	Joy	1,137 09		10	1052	272 27
Aug.	2	To Foster, Cr.	500		10	1055	245 70
		Lovell	2,773 75		10	1056	260 27
		Chaplin	1,010		11	1072	80 55
	4	Whitney	250		12	1083	400
		Do	250		15	1106	150
	5	Seaver	2,400		16	8	200
		Do	1,760		17	20	500
	9	Munroe	2,600			21	385
	10	Post Off. Dept.	574 15		18	40	156 15
Sept.	1	Perkins & Co.	3,000			52	500
	5	Anderson & G.	1,000			53	250
	7	Globe Bank	150		19	55	467 33
	8	Smoot & Co.	247 89		21	Haven, Cr.	10,000
	12	Thatcher	1,100		22	97	200
	13	Gadsby	70		23	113	510 50
		Morton	356 40			114	100
	19	Jewett	1,050		24	118	200
	20	Man. Co. N. York	12,000			119	60
	23	Bosworth	1,300		26	139	301 50
	24	Rogers	200		28	145	90
	29	Munroe	10,000		29	Todd & Co.	323 92
	30	Joy	581 90		30	165	550
Oct.	1	Van Ness	870			171	200
	7	Todd	369 23			183	1,500
					31	197	70 65
		Carried forward	$249,023 00	1836.			
				Jan'y	2	202	79 10
						203	64 10
						204	64 10
						240	330
					4	247	93
						250	500
					5	271	462 30
					7	385	52 50
						386	42
						387	42
					8	412	100
						413	300
						414	66
					9	419	100
						424	300

DR. STATEMENT A—Continued. CR.

			1835.				
	Brought forward	$949,023 00	Jan.	12	By 439		$300
					440		300
					454		890
				13	463		155
					468		2,000
					458		100
					486		25
				14	498		74 30
				15	500		100
					510		131 42
				16	517		9
					537		106
				19	538		150
					551		30
				20	555		70 40
					554		75
					Mason, jr.		205
				21	566		7,500
					569		130
					571		200
					573		1,500
					576		100
				22	603		551 21
				23	604		8 08
					612		50
					613		400
					625		100
					632		100
				25	631		33
				26	667		201
				27	692		1,000
				29	685		400
				30	699		500
				Feb'y 1	703		80
					Todd & Co.		895 18
				2	712		76 10
					713		61 10
					714		64 10
					715		61 10
					733		70
					739		100
					743		100
					753		400
					761		34 79
					764		150
					765		906
					766		565 19
					767		517 96
				5	786		16 77
				6	Huntt		40 30
				8	826		100
				9	830		400
					831		83 33
				10	Haven, Cr.		7,000
					843		175
				11	863		620
				12	867		1,000
					876		125 62
					883		90 08
				13	933		280
				16	934		100
	Carried forward	$949,023 00					

DR. STATEMENT A—Continued. CR.

Brought forward -	$249,023 00	1836.			
		Feb. 17	By 955 - -	$500	
		20	982 - -		
			Gadsby -	1,343	62
		22	994 - -	100	
			995 - -	60	
		23	Todd & Co. -	846	77
		24	1013 - -	59	51
			1021 - -	785	84
			1022 - -	100	
		26	1030 - -	300	
			1031 - -	175	
			1035 - -	100	
		27	1044 - -	500	
			1045 - -	1,500	
		March 1	1075 - -	17	
		2	Todd & Co. -	100	
			1084 - -	77	50
			1085 - -	62	50
			1086 - -	62	50
			1087 - -	62	50
			1106 - -	700	
			1114 - -	400	
			1117 - -	3,000	
Carried forward -	$249,023 00		Carried forward	$111,314	37

I certify that this paper writing, marked A, was produced by Charles Hood, at the taking of the foregoing deposition, and is the paper writing referred to by him in said deposition as being so marked, and was verified by him at the time; and the same is annexed to said deposition by me.

WILLARD PHILLIPS,
Sole Judge of the Court of Probate for the county of Suffolk, in the Commonwealth of Massachusetts.

B.—Referred to in C. Hood's deposition, page 29.

DR. CR.

Brought forward -	$249,023 00	1836.	By am't forward	$111,314	37
		March 5	32 - -	3,500	
			23 - -	100	
		8	46 - -	150	
			53 - -	79	50
		9	Swifft, Cr. -	3,000	
			61 - -	500	
			63 - -	300	
		11	77 - -	500	
			87 - -	150	
		12	96 - -	231	
		14	113 - -	100	
		15	125 - -	464	24
			133 - -	212	42
		16	141 - -	50	
		19	181 - -	128	50
			186 - -	300	
			190 - -	490	27
			191 - -	55	
Carried forward -	$249,023 00		209 - -	239	41

DR. STATEMENT B—Continued. CR.

			1836.			
	Carried forward - -	$249,023 00	May 21	By 208 - -	$5,000	
			23	224 - -	100	
				229 - -	400	
			24	243 - -	170	
				245 - -	40	
			25	259 - -	100	
			26	277 - -	60	
			30	312 - -	3,000	
				317 - -	900	
				Todd & Co. -	41	60
			April 1	348 - -	52	50
				349 - -	42	
				350 - -	16	08
				351 - -	42	
				365 - -	9,000	
			2	381 - -	79	10
				382 - -	64	10
				383 - -	64	10
				384 - -	64	10
			5	451 - -	601	18
			6	Haven - -	7,000	
			7	472 - -	563	76
				476 - -	56	17
			9	495 - -	100	
				496 - -	50	
				516 - -	82	60
			11	Kane - -	1,741	96
			13	558 - -	180	
				559 - -	150	
			15	603 - -	18	
			16	626 - -	1,275	
				631 - -	400	
			18	633 - -	500	
			20	654 - -	100	
				664 - -	35	
				670 - -	493	75
			21	692 - -	40	
				700 - -	771	67
			22	706 - -	500	
			23	710 - -	564	45
				711 - -	66	50
				722 - -	700	
				726 - -	200	
				727 - -	1,200	
			25	733 - -	500	
			26	Kane - -	197	93
				750 - -	50	
			27	765 - -	600	
				766 - -	100	
				780 - -	431	25
			30	825 - -	100	
				827 - -	200	
			May 2	841 - -	78	30
				842 - -	63	30
				844 - -	63	30
				845 - -	63	30
				869 - -	232	20
			6	912 - -	171	45
			7	942 - -	169	26
			9	944 - -	22	
	Brought forward - -	$249,023 00	10	971 - -	87	50

DR. STATEMENT B—Continued. CR.

			1836.				
Brought forward - -	$249,023	00	May	11	By 979 - -	$70	
					977 - -	72	80
					1024 - -	98	40
				14	1050 - -	71	48
				17	1049 - -	300	
					1058 - -	2,500	
					1071 - -	250	
				18	1007 - -	100	
				21	1009 - -	44	92
					1015 - -	1,200	
					14 - -	100	
				23	16 - -	2,500	
					18 - -	82	58
					19 - -	30	
					22 - -	94	85
				24	33 - -	2,955	
				25	36 - -	73	
					87 - -	300	
				28	126 - -	91	78
				31	117 - -	100	
					125 - -	64	10
			June	1	142 - -	215	
					138 - -	732	59
				2	157 - -	60	
					165 - -	1,434	
					161 - -	30	
				6	195 - -	1,500	
					Blair & Rives	669	80
				7	212 - -	350	
					219 - -	300	
				8	222 - -	281	08
					231 - -	210	
					233 - -	105	
				13	Costs, Henly	3	
				16	313 - -	1,838	24
					314 - -	142	
					315 - -	39	88
					316 - -	158	87
					317 - -	157	62
				18	349 - -	504	49
					363 - -	235	
					364 - -	265	
				21	380 - -	9,000	
				22	396 - -	50	
				23	419 - -	7,000	
					425 - -	162	
				24	438 - -	100	
				25	450 - -	11	60
				27	478 - -	40	
					480 - -	400	
					Swifft, Cr. -	2,000	
				28	494 - -	100	
					495 - -	100	
					506 - -	1,500	
					507 - -	500	
					510 - -	940	
					514 - -	3	
					515 - -	6	59
				29	530 - -	513	63
					542 - -	600	
Carried forward - -	$249,023	00					

Dr. STATEMENT B—Continued. Cas

				1836.				
Brought forward - -		$249,023	00	June 30	By	553	- -	$100
						555	- -	200
						561	- -	1,700
						562	- -	500
						572	- -	200
						573	- -	800
				July 1		575	- -	472 19
						598	- -	591 34
						608	- -	65
				2		642	- -	100
						645	- -	900
				5		656	- -	100
						659	- -	250
						673	- -	220
						674	- -	250
				6		689	- -	248 75
						700	- -	3,000
						704	- -	6 66
						705	- -	3
				7		715	- -	400
				8		737	- -	301 61
				9		756	- -	32
						757	- -	22 50
						758	- -	500
				11		768	- -	71
				12		786	- -	960
				13		792	- -	500
						794	- -	197 63
				16		825	- -	456 30
						827	- -	59 98
				19		853	- -	200
						854	- -	223 78
				20		870	- -	100
				21		876	- -	60
						883	- -	214 30
				22		885	- -	80 99
						886	- -	168
				25		906	- -	17 37
						907	- -	41 62
						908	- -	9 02
						913	- -	10 34
						914	- -	272 80
						920	- -	227 41
						921	- -	851 02
				26		924	- -	1,800 00
				27		940	- -	850
				29		955	- -	370 34
						966	- -	17 02
				Aug. 1		979	- -	200
						987	- -	20
						992	- -	80
				2		1003	- -	105 41
						1009	- -	1,500
						1010	- -	1,000
				3		1014	- -	744 93
						1019	- -	32
				4		1022	- -	53
						1023	- -	150
						1025	- -	50
				6		1048	- -	100
						1049	- -	50
				9		1057	- -	1,000
Carried forward - -		$249,023	00	11		1078	- -	130 10

Dr. **STATEMENT B—Continued.** Cr.

			1836.				
	Brought forward	$249,023 00	Aug.	19	By 1094	$500	
					1096	500	
				16	1119	591	85
				17	1198	175	
					1127	645	35
				19	1140	50	
				22	1168	100	
				23	1176	585	
					1188	359	74
				24	1190	1,991	64
				25	1202	245	21
				29	1226	190	
					Semmes & Murray	230	40
					Noyes	175	50
				31	1949	141	08
					1955	56	
					1265	20	
					1252	304	73
			Sept.	1	1275	644	10
				3	1314	1,813	13
				5	1294	200	
				6	1331	50	
				9	23	950	
					31	9,000	
					32	483	87
				10	53	355	
				13	74	25	
					Fowle & Co.	202	43
				14	P. O. Dept.	200	
					76	16	
					84	858	77
					133	387	40
				20	135	30	
					139	925	80
				21	143	350	
					152	398	18
				22	154	1,800	
					155	388	
					174	692	04
				24	pro Todd	3	
				26	220	109	25
				29	257	50	
			Oct.	3	258	200	
					263	753	58
					264	258	45
					282	18	
				4	296	2,408	43
				7	Haven, Cr.	5,000	
	Amount brought forward	$249,023 00					
	Balance	7,607 08					
		$256,630 08				$256,630	08
			1836.				
			Oct.	8	By balance	$7,607	08

BANK OF THE METROPOLIS,
Washington, October 8, 1836.

JAMES ADAMS,
General Bookkeeper.
For GEORGE THOMAS, *Cashier.*

I certify that this paper writing, marked B, was produced by Charles Hood, at the taking of the foregoing deposition, and is the paper writing referred to by him in said deposition as being so marked, and was verified by him at the time; and the same is annexed to said deposition by me.

WILLARD PHILLIPS,
Sole Judge of the Court of Probate in and for the county of Suffolk, in the Commonwealth of Massachusetts.

C.—Referred to in Chas. Hood's deposition, page 29.

Commonwealth Bank, Boston, in account with the Bank of the Metropolis.

Dr.				Cr.			
1836.				1836.			
Oct. 8	To Healy and others	$7,500		Oct. 8	By bal. acc't ren'd	$7,607	08
	Whitney	5,000			chk 314	1,940	
	Do	5,000			Van Ness	100	
	Do	2,500		10	322	26	49
	Do	5,000			323	514	90
	Do	10,000			333	510	05
10	Rec'd	1,838	87	11	341	658	14
12	Henshaw	580	05	12	358	76	44
20	Noyes & Co.	1,100			371	501	60
21	Hamilton Bk.	26		13	374	40	
22	Woodbury	101	03		378	150	
25	Townsend	9	50		383	8,000	
	Eagle Bk.	263	78		Lyons	298	75
	Munroe	5,300		17	417	2,000	
28	Joy	491	13		419	77	50
31	417 ret'd	2,000			420	326	
Nov. 2	Suffolk Bk.	1,000		18	434	665	88
29	French	315		21	Costs Alger	4	25
Dec. 1	Munroe	5,500		22	473	125	87
5	Binney	250			474	28	89
8	Clarke & B.	3,000			475	45	01
12	Barrell	278	44		485	50	
19	Thayer	100		24	498	500	
	1065 ret'd	29		25	513	450	
27	Brown & Co.	10,000		28	547	100	
	Andrews & Co.	1,037	50	29	565	1,970	
	Fuller	225			567	5,000	
31	Blair & R.	73	35		570	5,000	
1837.							
Jan. 2	Joy	573	40	Nov. 3	609	69	10
12	Story	210		5	647	250	
13	Tremont Bk.	125			656	517	40
16	Townsend	102	50		657	300	
18	State Bk.	25		7	664	750	
21	Jewitt	2,000			668	171	
23	Mechs. Bk. N. Y.	14,000		7	669	171	
24	Lee	200			672	300	
	Jackson	200			673	500	
Feb. 6	Jewite & Co.	2,000		8	680	262	38
	Danna & Co.	535	65	9	687	288	28
7	Lawrence & Co.	500			688	162	82
11	Phenix Bk. C.	20		10	701	1,092	53
15	Randolph T.	25,000		11	709	700	
17	Jarvis	24		14	727	100	
18	Hubbard	2,040		15	748	50	
	Woodbury	100		16	757	30	
20	Jewite	2,000		18	774	985	
	600 ret'd	350		19	789	500	

DR. STATEMENT C—Continued. CR.

1837.			1836.		
Feb. 27	To Loring & K. -	$700	Nov. 21	By 797 - -	$560 88
	Lawrence - -	800	24	841 - -	100
Mar. 4	Dana Cas. - -	38	26	862 - -	253 73
6	Merch. Bk. - -	250		868 - -	3,000
7	Do - - -	1,000	28	876 - -	12 90
14	Ward & Co. -	313	30	891 - -	50
15	Littlefield & Co. -	786 40		Dunn - -	600
20	Howard & Co. -	1,000		Do - -	332
	768 ret'd - -	300	Dec. 5	913 - -	1
	Williams & Co. -	950		915 - -	246 78
				917 - -	68 30
			6	926 - -	170
			7	945 - -	152 25
				952 - -	205
				953 - -	150
				960 - -	1,500
				962 - -	500
				965 - -	200
				971 - -	900
				972 - -	200
				976 - -	1,491 83
				977 - -	144 78
			8	1005 - -	100
			9	1026 - -	500
				1027 - -	300
				1031 - -	76
			12	1047 - -	1,200
				1054 - -	150
				1055 - -	50
				1056 - -	200
				1057 - -	200
				1058 - -	100
				1059 - -	200
			13	1065 - -	29
				1067 - -	500
				1078 - -	306 67
				1082 - -	870
				Crackbane, twice chg'd	484 36
			14	1096 - -	600
				1108 - -	1,686 70
				1113 - -	600
				1114 - -	500
			15	1116 - -	150
				1118 - -	2,000
			16	1127 - -	200
				1128 - -	729 06
				1132 - -	100
			17	Haven, Cas.	9,000
			20	1179 - -	5,000
			21	1181 - -	42
				1186 - -	30
			22	1200 - -	330
				1202 - -	50
				1203 - -	50
				1206 - -	960
			23	1217 - -	100
				1218 - -	300
	Carried forward -	$124,661 60	23	1231 - -	200
				1237 - -	612

DR. STATEMENT C—Continued. CR.

Brought forward - -	$124,661	60	1836.				
			Dec	24	By 1261 - -	$16	40
				28	1284 - -	75	
					1288 - -	600	
					1289 - -	166	66
				29	1295 - -	24	
					3000 - -	15	
				31	1326 - -	122	50
					1341 - -	500	
			1837.				
			Jan.	2	3 - -	40	
					4 - -	100	
				3	14 - -	69	10
					Waldron -	1,000	
					Hyatt - -	442	90
				4	49 - -	694	44
				5	75 - -	100	
				6	80 - -	770	
					83 - -	34	79
					88 - -	55	68
				7	120 - -	66	
					121 - -	32	
				9	122 - -	200	
					126 - -	100	
				11	163 - -	40	50
				12	184 - -	50	
				13	198 - -	183	
				14	220 - -	253	58
				16	235 - -	600	51
				18	253 - -	80	
				19	280 - -	422	50
				21	293 - -	3	
					295 - -	100	
				25	330 - -	135	82
					330 - -	19	20
			Dec.	25	331 - -	451	63
					332 - -	344	58
					342 - -	840	20
				26	367 - -	1,000	
				28	384 - -	497	50
					385 - -	65	70
					387 - -	100	
					388 - -	50	
					390 - -	75	
				30	412 - -	38	24
			Feb.	2	466 - -	49	10
					480 - -	500	
				3	Smith & Co.	146	79
				10	Prot. Ford -	3	
					561 - -	250	
					564 - -	472	40
				11	574 - -	100	
				13	589 - -	147	
				14	596 - -	55	
					600 - -	350	
				15	602 - -	867	
				17	622 - -	419	28
				21	661 - -	467	06
				22	668 - -	12	50
					Hyatt - -	920	70
				24	710 - -	521	
Carried forward - -	$124,661	60		25	719 - -	143	45

DR. STATEMENT C—Continued. CR.

1837.	To Amount forward -	$124,661 60	1836.			
			27	By 733 - -	$43	
				734 - -	20,000	
			28	751 - -	25	
				768 - -	300	
				769 - -	300	
				770 - -	800	
				777 - -	100	
			Mar. 1	782 - -	50	
				801 - -	100	
				802 - -	100	
				803 - -	50	
				804 - -	601	80
			2	822 - -	160	
				827 - -	250	
				833 - -	277	33
				836 - -	100	
				839 - -	200	
				844 - -	117	50
				Fowle & Co.	1,219	17
			3	861 - -	350	
				863 - -	500	
				868 - -	100	
				869 - -	100	
				881 - -	428	
				882 - -	912	
				883 - -	648	
			6	908 - -	100	
				916 - -	125	
			8	944 - -	100	
			9	988 - -	500	
			10	992 - -	500	
				1000 - -	400	
				1001 - -	428	
				1003 - -	355	
				1004 - -	52	
				1009 - -	450	
			11	1024 - -	2,130	
			13	1032 - -	1,990	
				Plummer -	500	
			15	1046 - -	446	16
				1153 - -	500	
				1153 - -	200	
				1155 - -	5	
Mar. 21	Paine - - -	100	Mar. 15	1156 - -	100	
22	Adams - -	1,000	16	1112 - -	500	
23	Taylor - -	486 04	17	Eldridge, Cr.	1,900	
29	Mer. Bk. - -	1,242 09	21	1154 - -	267	90
31	Jewete - -	1,230		1155 - -	52	62
	Balance - -	10,920 06		diff. in former acc't for exchange, &c.	6	12
			23	1178 - -	1,230	
			25	1201 - -	5	
			27	1208 - -	5	
				1209 - -	5	
			31	Fuller, charg'd 27th Dec. -	225	
		$139,639 79			$139,639	79

I certify that this paper writing, marked C, was produced by Charles Hood at the taking of the foregoing deposition, and is the paper writing referred to by him in said deposition as being so marked, and was verified by him at the time, and the same is annexed to said deposition by me.

WILLARD PHILLIPS,
Sole judge of the Court of Probate in and for the county of Suffolk, in the Commonwealth of Massachusetts.

D.—Referred to in Charles Hood's deposition, page 31.

August 13, 1844.

GEORGE THOMAS, esq.

SIR: Have the goodness to place to my account in the Girard Bank, Philadelphia, eight thousand dollars, being about the amount of your over draft at this time.

Respectfully, C. HOOD, *Cashier.*

Enclosed for collection S. C. Noyes on E. Lyon, $205 50.

August 22, 1834.

GEORGE THOMAS, esq.

SIR: Yours of the 18th is received, informing me that you had placed to my account in Girard Bank, Philadelphia, $10,000, which amount is credited to your account. Enclosed Johnson on Noyes $367 87, Everett on do. $175 25, Brown on do. $308 85, Bandt & Son on Harmon $241 05, Hebard on Melcher $95 95, Chase on Harmon $58, C. G. Green on Post Office Department $2,680 15.

Respectfully, C. HOOD, *Cashier.*

COMMONWEALTH BANK,
September 17, 1834.

GEORGE THOMAS, esq.

SIR: I have received yours of 13th instant. Your account is now over about ten thousand dollars. You will oblige by placing this amount at the Merchants' Bank, New York, to my account.

Respectfully, CHAS. HOOD, *Cashier.*

September 30, 1834.

GEORGE THOMAS, esq.

SIR: I have received your favor of 22d September. I have credited your account with $10,000, and also with the $25,000 check. I am pleased with your arrangement relative to the bills of the deposite banks, and hope they will all cheerfully comply with your wishes to establish a currency equal to that of the United States Bank. We have for a long time taken the five dollar bills of New York deposite banks on deposite, and those of a larger denomination for bonds. We have always received the bills of your bank when presented, and deposited them at New York with bills of this bank. We shall render every facility in bringing this business to a pleasing and useful result. Mr. Haven will write you also on this subject. Yours of the 25th instant came duly to hand.

Respectfully, CHAS. HOOD, *Cashier.*

December 16, 1835.

GEORGE THOMAS, esq.

SIR: I enclose Haven, cashier, on you $10,000. On receipt of this please place to my credit in the Mechanic's Bank, New York, 120, $15,000.

Respectfully, CH. H., *Cashier*, per A. F.

September 16, 1836.

GEORGE THOMAS, esq.

SIR: Please place in the Mechanic's Bank, at New York, twelve thousand dollars for my account.

Respectfully, C. H., *Cashier*, per A. F.

September 20, 1836.

GEORGE THOMAS, esq.

SIR: I have received no account from you since 31st July, 1835. Please send one. The bill of Taylor on Rogers for $200, sent in yours of 15th July, is at your credit.

Respectfully, C. H., *Cashier*, per A. F.

January 18, 1837.

GEORGE THOMAS, esq.

SIR: If convenient, you will much oblige by placing to my account in the Mechanics' Bank, of New York, about $14,000, which is not far from the balance due me.

Respectfully, C. HOOD, *Cashier*.

July 22, 1837.

GEORGE THOMAS, esq.

SIR: We should like some funds in New York. If you can place 6 or $8,000 there to our credit in the Mechanics' Bank, it will much oblige

Yours, respectfully, C. H., *Cashier*, per A. F.

I certify that this paper writing, marked D, was produced by Charles Hood at the taking of the foregoing deposition, and is the paper writing referred to by him in the said deposition as being so marked, and was verified by him at the time, and the same is annexed to said deposition by me.

WILLARD PHILLIPS,
Sole judge of the Court of Probate in and for the county of Suffolk, in the Commonwealth of Massachusetts.

E.—Referred to in C. Hood's deposition, page 31.

August 22, 1837.

GEORGE THOMAS, esq.

SIR: Yours of the 19th instant at hand. The amount of $15,000 will forthwith be placed to the navy pension fund as requested. The balance of your account will be $20,000. You will oblige by placing this amount to my credit in the Mechanics' Bank, New York, and requesting the cashier to advise,

Respectfully, C. HOOD, *Cashier*.

December 26, 1837.

G. THOMAS, esq.

SIR: I have received your favor of 22d instant. You can draw for the amount wanted. Funds on New York would be the most profitable, but will take Treasury notes, as we can pay them away here in some cases better than our bills. I enclose Brooke on you $991 90.

Respectfully, C. H., *Cashier.*

I certify that the paper writing, marked E, was produced by Charles Hood at the taking of the foregoing deposition, and is the paper writing referred to by him in said deposition as being so marked, and was verified by him at the time, and the same is annexed to said deposition by me.

WILLARD PHILLIPS,
Sole judge of the Court of Probate in and for the county of Suffolk, in the Commonwealth of Massachusetts.

COMMONWEALTH OF MASSACHUSETTS:

By his Excellency Marcus Morton, governor and commander-in-chief in our said Commonwealth:

To all whom it may concern:

Know ye, that Willard Phillips is such judge of the court of probate for the county of Suffolk, in said Commonwealth, duly constituted and commissioned, and that to his acts and attestations as such full faith and credit are and ought to be given in and out of court; that the within attestation is in due form, and by the proper officer, and the signature of said judge is his genuine signature.

In testimony whereof, I have caused the public seal of the Commonwealth to be hereunto annexed, this fourteenth day of December, A. D. one thousand eight hundred and forty-three, and in the sixty-eighth year of the independence of the United States of America.

By his Excellency the Governor:

MARCUS MORTON.

JNO. A. BOLLES, *Secretary of the Commonwealth.*

Defendants' prayer.

Whereupon the defendants, by their counsel, prayed the court to instruct the jury:

That if from the evidence aforesaid they shall find that the course of dealing between the said Commonwealth Bank and the Bank of the Metropolis as stated in said evidence actually existed, and had continued for several years prior to January, 1838; that their dealings had been mutual and extensive; that accounts current existed between, in which they were respectively credited with the proceeds of all notes, bills, drafts, &c., transmitted to the other for collection when the same were received, and charged with all the expenses attending the same, as postage, costs of protests, &c.; that from time to time such accounts were regularly transmitted from each to the other, which accounts were

mutually acquiesced in without objection; that the balances on the account current fluctuated from time to time, according to the amount of money, bills, notes, &c., remitted; that upon the credit of such negotiable paper thus transmitted or expected to be sent, or upon the credit of such mutual dealings, each party was in the practice of drawing and accepting drafts and orders on or by the other; that said banks uniformly received the notes, bills, drafts, &c., transmitted by the other for collection, and always regarded and treated them as the property of the other; that the notes, drafts, and bills enumerated in the letter from C. Hood to G. Thomas of the 13th of January, 1838, were all so received, regarded, and treated; that the defendants had no notice or knowledge, until the receipt of said letter of the 13th January, 1838, that said Commonwealth Bank was not the absolute and only owner of the same, or that plaintiffs had any interest in, or claim to, the same; that said Commonwealth Bank became insolvent some few days prior to the said 13th January, 1838, at which time the Bank of Metropolis had in its possession, so held and received in the course of said mutual business, the notes, bills, &c., mentioned in said letter of 13th January, 1838; that in the course of said mutual business, it was the practice and usage of each of said banks (the Commonwealth and Metropolis) to draw upon the other, as its exigencies or conveniences required, even beyond the amount of the balances then due to it on general account, which drafts it was also their usage and practice to accept and pay on the credit of anticipated remittances of negotiable paper or funds, or on the credit of such mutual dealings and course of business; and it was also the practice and usage of both said banks to suffer and permit ascertained balances to lie undrawn for on the same credits; that at the time the said Commonwealth Bank became insolvent, and when said letter of January 13, 1838, was written and received, there was a balance of $2,900 or other sum due on said general account from said Commonwealth Bank to the Bank of the Metropolis, then the defendants were entitled to hold and retain the said notes, drafts, bills, &c., so in its possession, and the proceeds of the same, when received, until the tender or payment of such balance; and the plaintiffs are not entitled to recover in this action, until they shew to the satisfaction of the jury that before action brought such balance was paid or tendered to said defendants, which was given.

Defendants' bill of Exceptions.—Defendants' bill of exceptions.

And thereupon, and after the court had given the said instruction to the jury on the prayer of said defendants, the plaintiff prayed the court to instruct the jury, that if from the evidence aforesaid the jury shall find that the notes mentioned in the said letter, dated the 13th day of January, 1838, from Charles Hood, cashier of the Commonwealth Bank, to George Thomas, cashier of the Bank of the Metropolis, were received by the said Commonwealth Bank from the said plaintiffs, and were at the time of such receipt the property of the plaintiffs.

That they were deposited by the plaintiffs with the said Commonwealth Bank, to be transmitted by it for collection only.

That the said Commonwealth Bank received the said notes only as

the agent of the plaintiffs, and without giving any consideration for them, or receiving *or receiving* any compensation as such agent to transmit them for collection, and never had any right, title, or interest in, or claim or lien upon, the said notes, except as agent as aforesaid.

That the said Commonwealth Bank as agent as aforesaid, and not otherwise, did in fact transmit the said notes to said defendant for collection only.

That the said notes were endorsed by the cashier of the plaintiffs, as cashier, and by the cashier of the said Commonwealth Bank, as cashier, in the mode and form commonly used by banks in the United States in the transmission of negotiable paper deposited with and transmitted through such banks for collection.

That the usage to deposite in one bank such paper so endorsed to be transmitted, and for such deposite bank to endorse such paper in the manner aforesaid, and to transmit the same so endorsed to another bank, is a common usage throughout the United States, and that the custom so to endorse such negotiable paper is unusual.

That the Bank of the Metropolis and the said Commonwealth Bank were extensively engaged as the agents of other banks, and with each other, in the transmission for collection and in the collection of negotiable paper belonging to third parties, in the years 1836 and 1837, in various and distant parts of the United States; and that the common form of endorsement used in the transmission of such negotiable paper by the said Commonwealth Bank and the Bank of the Metropolis was such as was used by the said Commonwealth Bank in the endorsement and transmission of said notes for the proceeds of which this suit is brought; and that neither of the said banks, under the said usage and custom, held the other liable upon such endorsement.

That the said notes last mentioned were transmitted to the said Bank of the Metropolis in letters, notifying the defendants that they were transmitted *for collection* in the form commonly used by said banks in transmitting negotiable paper for collection, and with no other intention as to who was the real owner of such negotiable paper; then it is competent for the jury to infer, from the facts aforesaid, that the defendants had notice that the said paper was transmitted by the said Commonwealth Bank, as agent, and not as the owner thereof. And if the jury shall so find, then the plaintiff is entitled to recover, notwithstanding the jury shall find that the said Commonwealth Bank and the Bank of the Metropolis treated each other as the true owners of the paper so remitted; and notwithstanding they shall further find that balances were, from time to time, suffered to remain in the hands of each other, to be met by the proceeds of negotiable paper deposited or expected to be transmitted in the usual course of dealing between them; and notwithstanding the course of dealing stated in the instruction heretofore given at the instance of the defendants.

To the giving of which instruction as prayed the counsel for the defendant objected; but the court overruled such objection, and instructed

the jury as requested; to which the defendant, by his counsel, excepts, and prays the court to seal this bill of exceptions, which is accordingly done this sixth day of September, 1844.

W. CRANCH, [SEAL.]
JAMES S. MORSELL. [SEAL.]

Writ of error produced.

And whereas, afterwards, viz, on the thirteenth day of October, in the year of our Lord one thousand eight hundred and forty-four, the said President and Directors of the Bank of the Metropolis, by their attorney aforesaid, produced and filed in court here the United States writ for the correcting of errors, of and upon the judgment aforesaid, directed to the judges of the circuit court of the District of Columbia, in the county of Washington; and in pursuance thereof, and according to the form and effect of the law in such case made and provided, a transcript of the record of proceedings aforesaid, and all things thereunto relating, with the writ of error aforesaid, and a copy of the appeal bond hereunto annexed, is hereby transmitted to the said Supreme Court accordingly.

Clerk's certificate and seal.

In testimony whereof I have hereunto subscribed my name and affixed the seal of said court this 21st day of February, 1845.

[L. S.]

W. BRENT, *Clerk*.

Filed 1845.

Defendants' statement.

And the said defendants, in order to maintain and prove the issue on their part, gave to the jury competent and legal evidence tending to prove, that it is and has long been the uniform practice and usage of the banks in the District of Columbia, when commercial paper is transmitted to it for collection by banks or individuals, when endorsed by the party so remitting it, and in the absence of information that any other person or party has an interest therein, to treat and deal with the party so making the remittance as the owner of the same, the proceeds, when received, are credited to his account, and he is charged in said account with all the expenses attending the same, as costs, protests, portage, &c. That this usage and practice uniformly prevailed in the dealings between the said Commonwealth Bank and the Bank of Metropolis; that they mutually transmitted funds and paper of different kinds to each other, Government drafts, certificates of deposit, bills, notes, and drafts of private individuals; that all, of every description, were carried into the general accounts current between the two institutions, who are both banking institutions, regularly and duly chartered, and engaged exclusively in the business of banking; that, in the account current, each bank was regularly credited by the other with the proceeds of all such commercial paper thus received by it from the other, when collected, and charged with the costs of collection, protests and portage, connected with the same. That, on the 13th January, 1838, the said Bank of Metropolis was in the possession of the bills, drafts, notes, &c., being all commercial and negotiable paper, enumerated and mentioned in the said letter from C. Hood, of that date, the same having been, from time to time, transmitted by said Commonwealth Bank to said Bank of the Metropolis, in the course of their said mutual dealings and business, in letters; which letters, from said Commonwealth Bank, so far as they are deemed material, are as follows: (Copied in .) That each of said drafts, bills, notes, &c., was endorsed by the payees thereof, respectively, to the New England Bank, specially endorsed by the cashier of said New England Bank to the cashier of the Commonwealth Bank, and by him likewise specially endorsed to the cashier of the Bank of Metropolis; that the same had all been transmitted within the two or three months preceding the said 13th January; that all said paper was endorsed and transmitted in the same form in which paper, the property of the bank remitting the same, was endorsed and sent. That the said Commonwealth Bank failed, and became publicly insolvent, early in January, 1838, before the said letter of the 13th January was written; that said letter contained and gave the first information, or notice, ever received by the Bank of Metropolis, that said New England Bank was, or claimed to be, the

J. & G. S. Gideon, printers

owner of said paper so held by the Bank of Metropolis. That the accounts between said parties, so kept as aforesaid, were regularly received by, and transmitted from, said banks respectively, (the Commonwealth and Metropolis Banks,) and no objection was ever made to the form or manner thereof, the last of which is here inserted,—(A, defendant's statement, copied in page ;) that the balances were sometimes large, sometimes small, sometimes in favor of the one, sometimes of the other; that, on the 24th November, 1837, the balance was in favor of the Commonwealth Bank to the amount of $2,200; that at the time the said letter of 13th January, 1838, was written and received, the balance due to the Bank of Metropolis was $3,541.17½.

A. Referred to in defendant's statement.

DR. The Commonwealth Bank of Boston, against Bank of the Metropolis, CR.

1837.			1837.		
April 3	To Wyman -	$1,150 00	April 1	By bal. ac. rendered	$10,920 06
6	" dft. No. 1023, ret'd	150 00		" dft. No. 1281 -	135 85
	" 588 "	50 00	3	1311 -	233 46
	" Webster -	3,057 00	5	" Post Office Dept.	19 35
7	" Mooney -	100 00	6	" dft. No. 7 -	30 00
10	" Merch. Bank -	18 88	7	" 23 -	4 00
11	" Hubbard -	103 60		" Noyes & Co. -	422 50
13	" Breese -	2,500 00		" Todd -	1,242 09
14	" Tremont Bank	125 00		" Costs do. -	1 75
17	" Munroe -	561 61	8	" 43 -	100 00
18	" White -	5,000 00	11	" 61 -	350 00
24	" Do. -	5,000 00	14	" Kane -	560 29
	" Farmer -	6,145 64	15	" dft. No. 113 -	5 00
29	" Bigelow -	1,817 80	18	" 135 -	161 00
May 2	" Dana, F. & H.	539 66	19	" 155 -	50 00
3	" Fuller -	225 00	22	" 182 -	3,000 00
	" Munroe -	700 00	24	" 189 -	18 00
4	" Homans -	17 50		" Rumner, Cr. -	432 25
5	" 6 eif. dif. -	154 00	28	" 231 -	100 00
9	" D. & James -	100 00	29	" 243 -	100 00
10	" Kendall -	350 00	May 3	" 267 -	200 00
24	" Hubbard -	215 33	4	" 296 -	846 59
27	" Hawkins, G. -	4,000 00		" 300 -	500 00
June 5	" Jewett & Co. -	800 00	6	" 323 -	100 00
9	" Healsy & W. -	10,000 00		" 324 -	190 00
	" Do. -	10,000 00		" 330 -	510 00
	" Hall -	5,000 00	8	" 337 -	100 00
	" Do. -	5,000 00	11	" 380 -	86 96
	" Ward & Co. -	258 56		" 381 -	121 21
12	" Post office ck. -	10,000 00		" 382 -	32 68
				" 385 -	308 59
			12	" 396 -	13 43
			13	" 412 -	72 12
			15	" 420 -	12 25
			16	" 423 -	22 00
				" 427 -	240 00
			17	" 430 -	78 00
				" 431 -	100 00
				" 440 -	93 06
			19	" 457 -	13 49
				" 458 -	31 73
				" 459 -	9 71
			20	" Kane -	1,432 22
			22	" 472 -	120 00
				" 480 -	137 57
			23	" 483 -	64 05
				" 484 -	46 79
			26	" Jones -	1,119 06
			29	" 532 -	13 37
				" 533 -	142 97
			30	" 549 -	250 00
			31	" 573 -	18 44
				" 581 -	230 00
			June 1	" 592 -	200 00
				" 593 -	158 00

A.—Continued.

1837.			1837.		
	Forward, -	$73,139 58	June 5	By 640 -	$50 00
				" Hubbard -	10,000 00
	To amount -	73,139 58	6	" 658 -	43 21
			6	By dft. No. 659 -	15 29
			7	" 671 -	2,000 00
			9	" 684 -	100 00
				" 685 -	78 00
			10	" Pro. Pen. Fund	831 46
			12	" 723 -	5 71
				" 728 -	50 00
			13	" 733 -	407 10
				" 740 -	20 00
June 14	" Jewitt -	2,000 00	14	" 745 -	498 82
16	" Townsend -	3 00		" 750 -	78 00
23	" dft. No. 7 ret'd	30 00	15	" 771 -	175 00
26	" White -	5,000 00	19	" 796 -	120 00
July 5	" James -	150 00		" Eldridge, Cr. -	6,000 00
	" Pro. Noyes -	2 75		" Plummer, Cr. -	403 10
	" " Force -	1 75	21	" 814 -	1,121 53
6	" Brougham -	322 65		" 814 -	252 14
7	" White -	5,000 00	24	" 843 -	200 00
	" error 5 July -	100 00	26	" 855 -	35 82
8	" 965 ret'd -	270 00		" White -	4,956 67
14	" Swann, Cr. -	125 00	27	" 865 -	10,000 00
22	" France -	3,900 00		" 867 -	1,026 35
25	" Miller -	122 24	28	" Nav. P. Fund -	9,000 00
26	" Man. Co., N. Y.	8,000 00		" exchange -	1 22
31	" Lincoln -	175 00		" Short Cr. Rumner	50 00
	" Loring & K. -	600 00		" " Eldridge	70 33
Aug. 7	" White -	1,500 00	30	" 884 -	128 34
14	" Do. -	5,000 00	July 1	" 893 -	28 00
16	" Whitney -	250 00		" 902 -	36 50
19	" Jewitt & Co. -	1,000 00	3	" 912 -	100 00
21	" Blair & R. -	10 00		" Todd -	152 00
26	" Mec. Bk., N. Y.	17,000 00		" Noyes -	792 00
31	" balance -	1,970 19	5	" White -	2,571 25
				" 931 -	400 00
				" 938 -	1,210 00
			7	" 964 -	270 00
				" 972 -	25 84
				" Cooper, error -	" "
			10	" Navy P. Fund	1,645 00
			13	" Do. -	10,000 00
				" Jewett, ret'd -	2,000 00
			14	" 1135 -	300 00
			15	" Navy P. Fund	5,500 00
			21	" Do. -	2,700 00
				" 1178 -	50 00
			22	" 1190 -	100 00
			24	" 1202 -	1,130 00
				" 1218 -	100 00
				" Navy P. Fund	1,875 00
				" Harmon -	121 00
			27	" 1220 -	100 00
			Aug. 1	" 1241 -	464 25
				" 1246 -	50 00
			3	" 1259 -	330 00
			4	" Noyes & Co. -	303 75

A.—Continued.

1837.			1837.		
	Forward -	$125,672 16	Aug. 7	By Semmes & M.	$376 85
			8	" Jewett -	1,007 50
			9	" Navy P. Fund	1,100 00
Aug. 31	To amount -	125,672 16	Aug. 12	By Noyes & Co. -	205 24
			18	" do -	673 66
			19	" N. Pen. Fund -	15,000 00
			21	" 1343 -	119 00
			23	" 1351 -	6 00
				" Pro. Webster -	3 00
				" Noyes & Co. -	477 00
			25	" Cr. if dif. -	609 00
			30	" Brereton -	207 00
		125,672 16			125,672 16
Sept. 8	To Gratiot -	1,000 00	Sept. 1	By bal. ac. rec'd -	$1,970 19
9	" Dana, Cr. -	54 75	2	" Hubbard -	4,920 83
11	" Healey & W. -	10,000 00	4	" draft No. 4 -	40 00
	" White -	2,500 00		" Noyes & Co. -	300 00
14	" Hall -	16 87	6	" Harmon -	191 25
16	" Silsbee, Cr. -	120 00	8	" S. & Murray -	379 64
Oct. 17	" Jewitt -	500 00		" dft., No. 38 -	250 00
	" Curtis -	400 00	9	" 39 -	55 00
	" Lorring & K. -	800 00		" 49 -	250 00
Nov. 3	" Ward & Co. -	194 24	11	" Whitney ret'd -	250 00
7	" Pro. Morrison -	1 99	13	" 66 -	2,448 60
9	" France -	3,000 00	14	" 73 -	100 00
10	" Haynes -	200 00	15	" 76 -	211 40
16	" Leavins -	60 00	16	" Harmon -	255 50
20	" White -	2,500 00	18	" 96 -	50 00
24	" Gratiot -	1,000 00	20	" 115 -	483 50
Dec. 7	" Healey & W. -	5,000 00	22	" 126 -	383 00
11	" Wyeth -	220 00	25	" 139 -	78 00
			27	" Noys & Co. -	435 10
			29	" 161 -	200 00
			30	" Broadhead -	503 75
			Oct. 4	" Noyes & Co. -	300 00
				" 198 -	500 00
			7	" 220 -	500 00
				" Harrison -	169 82
			9	" 224 -	400 00
				" 225 -	35 17
			11	" 240 -	297 14
				" Noyes & Co. -	358 00
			12	" 241 -	250 00
			13	" Pro. Webster -	3 00
			14	" Noyes & Co. -	585 20
				" Lambert & McK.	159 65
			16	" Noyes & Co. -	177 00
				" 259 -	684 00
				" 260 -	450 00
				" 261 -	305 20
				" 266 -	400 00
				" 267 -	35 00
				" 268 -	80 00
				" 277 -	50 00
			20	" 291 -	476 15
			24	" Coyle -	124 23
	Forward -	27,567 85	25	" Noyes & Co. -	325 50
			31	" 314 -	150 00

A.—Continued.

1837.			1837.		
	To amount -	$27,567 85	Nov. 4	By Lambert & McK.	$142 50
Dec 30	" Richardson & W	900 00		" Noyes & Co. -	309 00
1838.					
Jan. 8	" Roberts, Cr. -	4,000 00		" do -	133 75
15	" dft No. 630 ret'd	900 00	6	" do -	135 00
22	" 520 "	200 00	7	" do -	266 00
23	" 670 & prot	53 00	8	" do -	300 00
Feb. 6	" 526 $548				
	and prot. -	553 91		" 333 -	47 00
May 16	" Noyes & Co.,				
	ord't 18th Nov.	225 00	11	" Harmon -	100 00
July 24	" balance -	177 29	15	" Cox -	97 31
			16	" Noyes & Co. -	345 05
			18	" do -	300 00
			21	" do -	225 00
				" Harmon -	376 00
			22	" 379 -	41 00
			23	" Noyes & Co. -	345 00
			24	" do -	221 70
				" 397 -	5 00
			Dec. 4	" Noyes & Co. -	300 00
			5	" 423 -	40 00
			6	" Noyes & Co. -	127 50
			12	" 447 -	200 00
				" 458 -	150 00
			13	" Fowle -	500 00
				" Pro. Grenson -	3 00
			14	" 474 -	200 00
				" 475 -	15 00
				" 476 -	49 20
				" 477 -	1,000 00
			18	" 490 -	19 67
				" Noyes & Co. -	435 75
			19	" 498 -	100 00
			20	" 499 -	100 00
			22	" 517 -	45 08
			23	" 520 -	200 00
				" 521 -	100 00
				" 524 -	140 00
				" 526 -	548 00
			27	" 541 -	60 00
				" 542 -	30 00
			30	" Brooke -	991 90
			1838.		
			Jan. 2	" 574 -	130 50
			3	" Pro. Lee -	4 75
			8	" Noyes & Co. -	241 01
			10	" 630 -	900 00
			13	" 670 -	50 00
			Feb. 22	" Noyes & Co. -	167 00
			27	" do -	101 40
			Mar. 5	" do -	199 80
			17	" do -	177 60
			19	" do -	473 00
			20	" do -	370 50
			24	" do -	177 60
			28	" do -	262 80
			April 4	" Turner -	434 11
			5	" Noyes & Co. -	177 60
			16	" do -	244 00
	Forward -	34,577 05	30	" do -	192 60

A.—Continued.

1837.			1838.		
July 24	To amount -	$34,577 05	May 7	By Noyes & Co. -	$360 89
			25	" Peabody -	605 06
		34,577 05			34,577 05
Dec. 7	" pro. omitted -	1 75	July 24	By bal. ac. rend'd -	177 29
1839.					
July 6	" balance -	175 54			
		177 29			177 29
			1839.		
			July 6	By balance -	175 54

Memo. It is hereby agreed that the foregoing papers, having been accidentally omitted in making up the record in this case, that the same shall now be printed, and annexed to the record, and entitled "Defendant's statement and exhibit referred to therein, to precede defendant's prayer."

R. S. COXE,
For plaintiff in error.
JOS. H. BRADLEY,
For defendant in error.